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11  
**UNITED STATES DISTRICT COURT**  
 12  
**DISTRICT OF NEVADA**  
 13

14 Coleman Family Revocable Living Trust,  
 15 by and through Trustees Sahar Lewis and  
 16 Pluyd Coleman,

17 Plaintiff,  
 18 v.

19 PNC Bank, N.A., Matrix Trust Company,  
 20 Clear Recon Corp., Stefanie Armijo, Does  
 21 1 through 20,

22 Defendants.  
 23

CASE NO.: 2:25-cv-00791

**PNC Bank's Response to  
 Plaintiff's Emergency Motion to  
 Void Trustee Sale, Issue  
 Temporary Restraining Order,  
 and Enjoin Transfer of Title or  
 Possession**

24 PNC Bank, N.A. ("PNC Bank") by and through its counsel of record, Wolfe & Wyman LLP  
 25 hereby responds to Plaintiff Coleman Family Revocable Living Trust's Emergency Motion to Void  
 26 Trustee Sale, Issue Temporary Restraining Order, and Enjoin Transfer of Title or Possession (the  
 27 "Motion")<sup>1</sup>, as set forth below.

28 I. **Introduction**

29 Plaintiff Coleman Family Revocable Living Trust ("Plaintiff"), through its purported  
 30 Trustees Sahar Lewis and Pluyd Coleman, seeks extraordinary relief from this Court: to void a  
 31 nonjudicial foreclosure sale that occurred on May 9, 2025, and to enjoin any further transfer of title  
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33  
 34 <sup>1</sup> Plaintiff filed the identical motion via three separate docket entries, ECF Nos. 10, 11,  
 35 and 12). This Response responds to all three entries.



1 or possession of the Property Located at 3139 Belvedere Drive in Henderson, Nevada 89014, APN  
 2 178-06-711-024 (the “Property”). Plaintiff’s request is not supported by facts, law, or evidence.  
 3 Plaintiff offers no affidavit, no admissible exhibits, and no credible legal theory to justify the drastic  
 4 remedy it seeks. Instead, its claims are rooted in legally discredited “sovereign citizen” ideology and  
 5 conclusory assertions that the debt was somehow nullified by a “negotiable instrument” and other  
 6 hollow legal conclusions. Moreover, the action cannot proceed at all because Plaintiff and its  
 7 purported trustees—who are not licensed attorneys—are attempting to represent a trust in federal  
 8 court, a practice uniformly prohibited under both Nevada and federal law. Plaintiff has failed to  
 9 satisfy the standard for injunctive relief, and its Complaint is legally defective on multiple  
 10 independent grounds. For these reasons, the Court should deny its motion and dismiss the action.

## 11 **II. Statement of Facts**

### 12 **A. Judically Noticeable Matters**

13 A court may take judicial notice of matters of public record pursuant to Federal Rules of  
 14 Evidence, Rule 201, when deciding a motion to dismiss for failure to state a claim. *Skilstaf, Inc. v.*  
*15 CVS Caremark Corp.*, 669 F.3d 1005, 1016 n.9 (9th Cir. 2012). Here, the documents recorded in the  
 16 Clark County Recorder’s Office are judicially noticeable and show the following facts:

17 On or about December 21, 2020, a Grant, Bargain, Sale Deed was recorded, reflecting that  
 18 Sahar Lewis acquired title to the Property. *See Exhibit 1*, attached hereto.

19 On or about December 14, 2021, a Deed of Trust was recorded, encumbering the Subject  
 20 Property. The Deed of Trust secured a loan in the original principal amount of \$270,000.00 made by  
 21 North American Financial Corp. (as lender) to Sahar Lewis (as borrower). Mortgage Electronic  
 22 Registration Systems, Inc. (“MERS”), as nominee for the lender and its successors and assigns, was  
 23 identified as the beneficiary under the Deed of Trust. *See Deed of Trust*, attached hereto as Exhibit 2.

24 On or about June 14, 2024, an Assignment of Deed of Trust was recorded, transferring all  
 25 rights, title, and interest in the Deed of Trust from MERS, as nominee for North American Financial  
 26 Corp., to PNC Bank, National Association. *See Exhibit 3*, attached hereto.

27 On or about April 3, 2025, a Corporate Assignment of Deed of Trust was recorded, reflecting  
 28 that the beneficial interest under the Deed of Trust was assigned from PNC Bank, National

1 Association to Federal Home Loan Mortgage Corporation. *See Exhibit 4*, attached hereto.

2 On or about May 7, 2024, a Quitclaim Deed was recorded, reflecting that Sahar Lewis  
3 transferred the Subject Property to herself and Pluyd Coleman Jr. as trustees of the Coleman Family  
4 Revocable Living Trust, dated September 17, 2023. *See Exhibit 5*, attached hereto.

5 On or about December 2, 2024, a Notice of Default and Election to Sell Under Deed of Trust  
6 was recorded. The Notice states that a default occurred based on nonpayment of the installment due  
7 on April 1, 2024, and all subsequent payments. Clear Recon Corp. was identified as the trustee, and  
8 PNC Bank, National Association was named as the beneficiary at the time of recording. *See Exhibit*  
9 6, attached hereto.

10 On or about May 9, 2025, a foreclosure trustee's sale was conducted by Clear Recon Corp.,  
11 as trustee under the Deed of Trust. At the sale, the Subject Property was sold to the highest bidder  
12 for the amount of \$280,000.00.

### 13 B. Plaintiff's Allegations

14 Plaintiff is challenging the validity of the Subject Loan. In its verified complaint, Plaintiff—  
15 purporting to act through the trustees of the Coleman Family Revocable Living Trust—seeks to  
16 unwind or enjoin a nonjudicial foreclosure sale that occurred following its default on a residential  
17 mortgage loan secured by the Subject Property. The Complaint is attached hereto as Exhibit 7.  
18 Plaintiff alleges that it acquired title to the property through a trust transfer and attempted to tender a  
19 "negotiable instrument," which it asserts was dishonored by PNC Bank. Ex. 7 ¶¶ 13-15. Based on  
20 this and related allegations, Plaintiff contends that the loan was discharged by operation of law. *Id.*  
21 ¶¶ 15-21.

22 Relying on these premises, Plaintiff asserts nine causes of action, each of which contain only  
23 one sentence apart from the first, which contains three: wrongful foreclosure; breach of contract;  
24 violations of RESPA; securities fraud and misrepresentation; quiet title; injunctive relief; declaratory  
25 relief; emergency relief (TRO and Preliminary Injunction); and slander of title. Although Plaintiff  
26 lists out these causes of action, it does not provide any basis for alleging these allegations beyond the  
27 most conclusory of statements. *See* Ex. 7 ¶¶ 22-32.

28 As argued below, Plaintiff's request to void the May 9, 2025, Trustee Sale (the "Trustee

1 Sale") and enjoin any future foreclosure proceedings is not supported and falls well short of the  
 2 standard necessary to obtain preliminary relief from this Court.

3 **III. Legal Standard**

4 Plaintiff seeks to void the Trustee Sale and enjoin future foreclosure activity. *See* ECF No. 10  
 5 at 1 (paragraphs 1-3). Plaintiff has attached no exhibits to its Motion and its Motion and complaint  
 6 consist primarily of legal conclusions or conclusory statements without explanation or detail. FRCP  
 7 65 governs preliminary injunctions and temporary restraining orders, and requires that a motion for  
 8 temporary restraining order include "specific facts in an affidavit or a verified complaint [that]  
 9 clearly show that immediate and irreparable injury, loss, or damage will result to the movant before  
 10 the adverse party can be heard in opposition," as well as written certification from the movant's  
 11 attorney stating "any efforts made to give notice and the reasons why it should not be required."  
 12 FRCP 65(b).

13 Temporary restraining orders are governed by the same standard applicable to preliminary  
 14 injunctions. *See Cal. Independ. Sys. Operator Corp. v. Reliant Energy Servs., Inc.*, 181 F. Supp. 2d  
 15 1111, 1126 (E.D. Cal. 2001). Furthermore, a temporary restraining order "should be restricted to  
 16 serving [its] underlying purpose of preserving the status quo and preventing irreparable harm just so  
 17 long as is necessary to hold a hearing, and no longer." *Granny Goose Foods, Inc. v. Bhd. of*  
 18 *Teamsters & Auto Truck Drivers Local No. 70*, 415 U.S. 423, 439 (1974). An injunction is "a drastic  
 19 and extraordinary remedy, which should not be granted as a matter of course." *Monsanto Co. v.*  
 20 *Geertson Seed Farms*, 561 U.S. 139, 130 S.Ct. 2743, 2761, 177 L.Ed.2d 461 (2010). Plaintiff has the  
 21 burden to show that injunctive relief is appropriate. *See Granny Goose Foods*, 415 U.S. at 442–43.  
 22 Because they are extraordinary remedies, a plaintiff seeking a TRO or preliminary injunction must  
 23 overcome a significant evidentiary and persuasion burden. *Stein v. Dowling*, 867 F. Supp. 2d 1087,  
 24 1095 (S.D. Cal. 2012) In order to obtain such relief, the plaintiff "must make a 'threshold showing'  
 25 of four factors." *E. Bay Sanctuary Covenant v. Barr*, 964 F.3d 832, 844 (9th Cir. 2020). The plaintiff  
 26 "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm  
 27 in the absence of preliminary relief, that the balance of equities tips in his favor, and that an  
 28 injunction is in the public interest." *Winter v. N.R.D.C.*, 555 U.S. 7, 20 129 S.Ct. 365 (2008). The

1 elements are conjunctive, meaning the party seeking the TRO or injunction must satisfy each  
 2 element. *See Bayview Loan Servicing, LLC v. Romewright Properties, LLC*, No. 218CV00305, 2018  
 3 WL 6566543, at \*2 (D. Nev. Oct. 26, 2018).

4 As argued below, Plaintiff's thread-bare, unsupported, and conclusory allegations cannot  
 5 support the high burden required for a plaintiff to obtain these prejudgment remedies.

6 **IV. Argument**

7 PNC Bank opposes Plaintiff's request for emergency relief on multiple, independent  
 8 grounds. The Court should deny Plaintiff's request to void the foreclosure sale because it has not  
 9 demonstrated any legal defect in the sale and has failed to meet the standard for injunctive relief. The  
 10 action cannot proceed in its current form because Plaintiff is not permitted to be represented by non-  
 11 lawyer trustees in court. Finally, the claims asserted in the Complaint and related filings are  
 12 grounded in sovereign citizen ideology and legally frivolous theories that have been uniformly  
 13 rejected by courts nationwide. Each of these defects independently warrants denial of the motion and  
 14 dismissal of the action.

15 **A. The Court should reject Plaintiff's request to void the Trustee Sale.**

16 Plaintiff's motion to void the trustee's sale is legally and factually deficient and should be  
 17 denied. The Trustee Sale conducted on May 9, 2025, was carried out pursuant to the recorded Deed  
 18 of Trust following Plaintiff's admitted default. Plaintiff's claims—premised on conclusory assertions  
 19 that the debt was "discharged" through an alleged negotiable instrument and that a pending lawsuit  
 20 automatically barred foreclosure—are insufficient to unwind a properly conducted nonjudicial  
 21 foreclosure under Nevada law.

22 First, Plaintiff fails to identify (much less demonstrate a likelihood of proving) any legal  
 23 defect in the foreclosure process itself. It does not contend that the statutorily required notices were  
 24 deficient or untimely, that the trustee lacked authority, or that the beneficiary was not entitled to  
 25 enforce the note. Instead, it relies on a legally unsupported theory that its submission of an  
 26 unspecified "negotiable instrument" somehow discharged the debt, and that the subsequent  
 27 foreclosure sale was therefore void. Courts routinely reject this "tender by private instrument"  
 28 argument, which has no basis in law and does not satisfy a borrower's obligation under a promissory

1 note or Nevada foreclosure statutes. Plaintiff further contends that the Trustee Sale is void ab initio  
 2 solely because it occurred while this litigation was pending. However, it cites no legal authority to  
 3 support that assertion, and PNC Bank is unaware of any. As explained above, merely initiating a  
 4 lawsuit does not entitle a party to preliminary relief; Plaintiff must satisfy the well-established  
 5 standard for obtaining such remedies from this Court.

6 Second, the pendency of Plaintiff's lawsuit and recording of a lis pendens did not render the  
 7 trustee's sale void or improper. Under Nevada law, a lis pendens merely serves to notify third parties  
 8 of pending litigation that may affect title; it does not create an automatic injunction or prevent  
 9 foreclosure by operation of law. *See Twinrock Holdings, LLC v. CitiMortgage, Inc.*,  
 10 222CV00143JADVCF, 2023 WL 1071794, at \*3 (D. Nev. Jan. 26, 2023) ("As the Nevada Supreme  
 11 Court has expressed, "[t]he doctrine of lis pendens provides constructive notice to the world that a  
 12 dispute involving real property is ongoing.") (citing *Weddell v. H2O, Inc.*, 271 P.3d 743, 751 (Nev.  
 13 2012)). Thus, a lis pendens does not provide a basis to set aside a valid foreclosure sale.

14 Third, Plaintiff's attempt to invoke equity is unavailing. It has not alleged any tender of the  
 15 full amount due under the loan or demonstrated any procedural irregularity in the conduct of the  
 16 sale. Courts in equity will not intervene to void a foreclosure absent a showing of fraud, gross  
 17 inadequacy of price, or a failure to comply with required procedures—none of which Plaintiff have  
 18 shown. See *Golden v. Tomiyasu*, 79 Nev. 503, 514–15 (1963); *Nationstar Mortgage, LLC v. Saticoy*  
 19 *Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 750 (2017).

20 Fourth, Plaintiff's request to void the foreclosure sale is, in substance, a request for a  
 21 prejudgment remedy in the nature of a mandatory injunction. Such relief is governed by the standard  
 22 for preliminary injunctive relief under FRCP 65 and is not available absent a clear showing on each  
 23 of the required elements. Here, Plaintiff has made no effort to satisfy that standard. Its motion is not  
 24 supported by any admissible evidence, contains no affidavit or verified showing of irreparable harm  
 25 beyond speculative assertions, and fails to address—or even acknowledge—the *Winter* factors noted  
 26 above. Instead, Plaintiff presumes that the mere pendency of litigation or the recitation of a lis  
 27 pendens entitles it to unwind a completed foreclosure sale. That is not the law. Absent a meaningful  
 28 showing under the governing standard for injunctive relief, the Court has no basis to issue the

1 extraordinary and disruptive relief Plaintiff seeks.

2 Because Plaintiff failed to enjoin the sale before it occurred, failed to establish any statutory  
 3 or equitable basis for unwinding the sale after the fact, and failed to allege any legitimate defect in  
 4 the foreclosure process, its request to void the sale should be denied.

5 **B. Plaintiff's Trustees, Sahar Lewis and Pluyd Coleman, cannot represent the  
 6 Coleman Family Revocable Living Trust in this action because they are not  
 7 licensed attorneys, and Nevada law strictly prohibits such representation by non-  
 8 lawyers.**

9 Although individuals generally have the right to represent themselves in court, that right is  
 10 personal and does not extend to representation of a separate legal entity such as a trust. A trust is not  
 11 a natural person—it is a legal entity that must appear in court through licensed counsel. Both Nevada  
 12 and federal courts have consistently held that a non-lawyer trustee may not represent a trust in  
 13 judicial proceedings. In *Guerin v. Guerin*, the Nevada Supreme Court made clear that “[a] proper  
 14 person is not permitted to represent an entity such as a trust; rather, a trust must be represented by a  
 15 licensed attorney in the state courts.” The court emphasized that “[a]lthough an individual is entitled  
 16 to represent himself or herself in the district court, no rule or statute permits a non-attorney to  
 17 represent any other person, a company, a trust, or any other entity in the district courts or in the  
 18 Supreme Court.”

19 This prohibition is echoed in *Salman v. Newell*, 110 Nev. 1333, 1335 (1994), where the  
 20 Nevada Supreme Court held that a non-attorney trustee of a trust could not appear pro se on behalf  
 21 of the trust, reaffirming that trusts must be represented by licensed legal counsel. The same principle  
 22 has been applied in federal courts within the Ninth Circuit. In *Hale Joy Trust v. Commissioner*, 57  
 23 Fed. Appx. 323 (9th Cir. 2003), the court held that a non-lawyer trustee could not represent a trust  
 24 pro se in appellate proceedings. These rulings reflect a consistent rule across jurisdictions that trusts  
 25 may not be represented by individuals who are not licensed attorneys.

26 This prohibition is not merely procedural—it is codified in Nevada law. Nevada Revised  
 27 Statutes § 7.285 makes it unlawful for any person who is not an active member of the State Bar of  
 28 Nevada or otherwise authorized under Supreme Court rules to practice law. Likewise, Supreme  
 Court Rule 77 bars anyone from practicing law in the courts of Nevada unless they are a licensed

1 attorney or qualify under narrow exceptions not applicable here.

2 The trustees' attempt to represent the trust in this litigation is therefore unauthorized and  
 3 improper. Because the trust is not appearing through licensed counsel, it is not properly before the  
 4 Court, and any filings or appearances made on its behalf by the trustees must be disregarded or  
 5 stricken. The trustees may not prosecute or defend claims on behalf of the trust without engaging  
 6 licensed legal representation. Accordingly, the Court should take appropriate action to enforce this  
 7 threshold legal requirement.

8 **C. The “Sovereign Citizen” ideology in Plaintiff’s Complaint and Motions cannot  
 withstand judicial scrutiny.**

9 Plaintiff’s Complaint and related filings appear to have the hallmarks of a Complaint based upon  
 10 the “sovereign citizen” theory that the federal courts around the country have uniformly rejected.

11 *Vachon v. Reverse Mortgage Solutions, Inc.*, 2017 WL 6628103, at \*6 (C.D. Cal. August 11, 2017)  
 12 (theories tied to the sovereign citizen movement seeking to avoid debt repayment have been  
 13 unsuccessful and dismissed as patently frivolous by courts across the country); *Caetano v. Internal*  
 14 *Revenue Service*, 2023 WL 3319158, at \*3-4 (E.D. Cal. May 8, 2023) (noting that the plaintiff’s  
 15 claim was rooted in the sovereign citizen ideology and claims that individuals can “free” themselves  
 16 by filing one or more Uniform Commercial Code financial statements naming themselves as both the  
 17 secured party and the debtor; such theories are legally frivolous that have been widely rejected by  
 18 the federal courts); *Vazquez v. Cal. Hwy. Patrol*, 2016 WL 232332, at \*2-3, (E.D. Cal. Jan. 19, 2016)  
 19 (finding the plaintiff’s sovereign citizen theory to be clearly frivolous, warranting dismissal of his  
 20 section 1983 complaint without leave to amend); *United States v. Alexio*, 2015 WL 4069160, at \*2-4  
 21 (D. Haw July 2, 2015) (noting that the courts have flatly rejected the sovereign citizen theories as  
 22 “frivolous, irrational [and] unintelligible”).

23 In *Williams v. United States Small Business Administration*, the court aptly noted: “To put it  
 24 bluntly, Plaintiff’s Complaint is unintelligible. Plaintiff’s claims rely on various strange, legally  
 25 unsound arguments based on commercial codes, citizenship (or the purported lack thereof), and  
 26 corporate statuses to conclude that he should be allowed to not just rescind his loan and have his debt  
 27 cancelled, but also receive \$2 million in unexplainable damages. These arguments are highly similar

1 to those made by sovereign citizens, which courts have uniformly rejected.” 2024 WL 5247154, at  
 2 \*2 (C.D. Cal. Dec. 30, 2024).

3 Plaintiff’s motion to void the foreclosure sale and enjoin further transfer of title relies on the  
 4 same type of discredited sovereign citizen arguments. The motion is premised on conclusory and  
 5 legally baseless assertions that the mortgage loan was “discharged” through the tender of a  
 6 negotiable instrument, that PNC Bank somehow forfeited its rights by failing to “validate” the debt,  
 7 and that the trustee’s sale was void simply because Plaintiff recorded a lis pendens. These are not  
 8 valid legal theories. The notion that one can eliminate a valid mortgage obligation through unilateral  
 9 acts or paperwork filed under the Uniform Commercial Code has been repeatedly rejected as  
 10 frivolous. Likewise, there is no authority supporting Plaintiff’s claim that recording a lis pendens  
 11 alone prohibits foreclosure. Plaintiff offers no credible legal or factual basis for the extraordinary  
 12 relief they seek, and its filings reflect the same incoherent and meritless ideology that courts across  
 13 the country have flatly refused to entertain.

14 **V. Conclusion**

15 For the foregoing reasons, Plaintiff’s motion to void the trustee’s sale and to enjoin future  
 16 foreclosure-related activity should be denied. Plaintiff has not come close to meeting its burden for  
 17 preliminary injunctive relief under Rule 65. It has provided no competent evidence, no factual basis  
 18 for the relief sought, and no legal theory recognized by this Court. In addition, because the trust is  
 19 not properly represented by licensed counsel, the Complaint is jurisdictionally improper and must be  
 20 dismissed. Finally, the substance of Plaintiff’s allegations reflects discredited sovereign citizen  
 21 ideology that federal courts have uniformly rejected. The Court should deny Plaintiff’s motion in its  
 22 entirety and dismiss the action for failure to state a claim and lack of proper representation.

23 DATED: May 13, 2025

WOLFE & WYMAN LLP

24  
 25 By: /s/ DAVID T. BLAKE  
 26 DAVID T. BLAKE, ESQ.  
 27 Nevada Bar No. 11059  
 28



## **CERTIFICATE OF ELECTRONIC SERVICE**

On May 13, 2025, I served the foregoing **PNC Bank's Response to Plaintiff's Emergency Motion to Void Trustee Sale, Issue Temporary Restraining Order, and Enjoin Transfer of Title or Possession** by the following means to the persons as listed below:

- a. **CM/EFC System**, electronic filing system of the United States District Court of Nevada.

WOLFE & WYMAN LLP

By: /s/ Doris Ligat  
Doris Ligat  
An Employee of Wolfe & Wyman LLP

